


THE NEWS OF NORFOLK ON PAGES 2, 3, 5 & 6.

MUNYON'S



I will guarantee that my Kidney Cure will cure 90 per cent. of all forms of kidney complaint and in many instances the most serious forms of Bright's disease. If the disease is complicated send a four-ounce vial of urine. We will analyze it and advise you free what to do.

MUNYON.
At all druggists, 25c. a vial. Guide to Health Medical advice free. 1500 Arch St., Phila.

KIDNEY CURE

CUT PRICE SALE.

Trunks.
Suit Cases.
Travelling Bags.
Leather Goods.
Travelers Supplies.

Our Guarantee

We keep all Trunks in repair free of charge for one year.

Norfolk Trunk Factory,
172 CHURCH STREET,
Near Main.

The only Trunk Store in the City.
OLD PHONE 1135.

A CARD.

Having this day purchased the stock and good will of Messrs. COOKE, CLARK & CO., who have for the past eleven years conducted the Sash, Door and Blind and Builders' Hardware business at 81 Commercial Place and 87 Roanoke avenue, we hereby beg leave to introduce ourselves to you as their successors, and to invite your continued orders, assuring you that they shall have our prompt and careful attention.

Mr. Frank T. Clark, the President of our Company, has been for the past eleven years a member of the firm of Cooke, Clark & Co., and prior to that time was for thirteen years connected with the establishment of Mr. Luther Sheldon, the pioneer Sash, Door and Blind Merchant of this city.

Mr. Chas. Samson, Jr., our Secretary, been for the past six years with Cooke, Clark & Co., in charge of the Hardware and Mantel Department.

Mr. C. C. Walton, our Treasurer, has been with Cooke, Clark & Co. for eleven years, in charge of the books and office work.

All the employees of our Company have been with Cooke, Clark & Co. for some years, and are well qualified to fill their respective positions. You will readily see that we are well equipped to take good care of all business that may be entrusted to us.

Respectfully,
FRANK T. CLARK CO., Limited
By FRANK T. CLARK, President.
Jan-17

TAYLOR & COMPANY,
Formerly under Monticello Hotel
HAVE MOVED TO
Ghent Market, Botetourt St.
With a full line of
Staple and Fancy Groceries

We carry everything for the table. We will be pleased to see our old patrons.

PROMPT DELIVERY.
Phones 838

IRWIN'S EXPRESS CO.,
52 Campbell's Wharf.
PHONE 6. EITHER PHONE.
We haul anything to and from anywhere in the three cities.
Special facilities for hauling Safes, Boilers, Furniture and Pianos.
Lots filled and filling wanted.

COURT DECISIONS.

DIGESTED BY W. B. MARTIN.
(Exclusively for Virginian-Pilot.)Notes of Cases Recently Decided,
Which are of Interest to
Our People.**CRABBS V. F. M. F. INS. CO.**
Supreme Court of North Carolina.
December 5, 1899.

PARTNERS IN AN INCORPORATED COMPANY HAVE AN INSURABLE INTEREST IN PROPERTY CONVEYED TO THE COMPANY.

THEY MAY RECOVER ON A POLICY INSURING THEIR PROPERTY, ALTHOUGH INSURED IN THEIR AGENT'S NAME, IT HAVING BEEN SO INSURED BY THE AGENT OF THE INSURANCE COMPANY WITH KNOWLEDGE OF ALL THE FACTS.

This was an action by Crabbs and others against the Farmers Mutual Fire Insurance Association to recover on a fire policy. The points decided appear from the opinion of the court. The court says:

We are of opinion that there was no error either in the admission of testimony or the charge of the court. The deed of Spauldine to the King's Cabin Farmers' Alliance Tobacco Manufacturing Company, made upon a valuable consideration, conveyed at least an equitable title in the land to the individuals composing the partnership. Having thus an equitable, if not a legal, title to the land, they had an insurable interest therein. "Any person may insure who has an estate in the property subject to damage or destruction by fire. An insurable interest does not necessarily imply ownership."

In the case before us we think that the plaintiffs had an insurable interest in the property destroyed, and could insure it, with the express or implied assent of the insurer, in the name of their agent or trustee.

This brings us to the question whether the plaintiffs can recover in the face of the stipulations in the policy as to the ownership of the property and the conditions of waiver. We think they can. The plaintiff, Crabbs, testifies that he fully and candidly informed the agent of defendant company as to the ownership of the property before the policy was issued, and in this he is corroborated by the witness Vest on cross-examination. It is not denied that Vest was the agent of defendant, and as such issued the policy. While not shown by the record in this case, it is well known that, as a general rule, fire insurance policies are issued in a different way from those of life insurance companies. The latter are usually issued directly from the home office, while fire insurance policies are generally sent to the local agent in blank, and are filled up, signed, and issued by him. The blanks, while purporting to be signed by higher officers of the company, usually have their names simply printed thereon in autographic fac simile. Under such circumstances can it be doubted that the policy is really issued by the agent, who, for all purposes connected with such insurance, is the alter ego of the insurer? That he is, seems too well settled to need citation of authority, and therefore his knowledge is the knowledge of the company. As the knowledge of the agent was the knowledge of the company, we have a case where the insurer, with full knowledge of existing facts, received the premium, and issued a policy of insurance which he knew would be absolutely void if strictly construed. In justice to the company we must construe that to be a waiver which would otherwise be a deliberate fraud, such as no court could sanction or permit. Waivering policies are not permitted on the part of the insured; neither can they be allowed on the part of the insurer. We think the rule is well settled that where an insurance company, life or fire, issues a policy with full knowledge of existing facts, which, by its terms, would work a forfeiture of the policy, the insurer must be held to have waived all such conditions, at least to the extent of its knowledge, actual or constructive. It cannot be permitted to knowingly issue a worthless policy upon a valuable consideration. An implied waiver is in the nature of an estoppel in pais, which might well be enforced by any court of equity under such circumstances. Affirmed.

HAFF V. ADAMS.Supreme Court of Arizona.
November 1, 1899.

WHERE THERE IS NO EVIDENCE OF NEGLIGENCE ON THE PART OF A HOTEL KEEPER, HE IS NOT LIABLE FOR THE LOSS OF THE PROPERTY, FROM THE ROOM, OF A PERSON WHO BOARDS WITH HIM BY THE MONTH; SUCH PERSON BEING A BOARDER AND NOT A GUEST.

This was an action brought by Mary R. Hafl against Adams to recover \$6,452, the value of certain articles of jewelry which were stolen, or lost, by appellant, while she was stopping at the hotel of the defendant, and while she was temporarily absent from her sleeping room. The plaintiff was paying for her board and rooms by the month. No negligence on the part of the hotel keeper or his servants was proved. The lower court gave judgment for defendant and plaintiff appealed.

The court says: The principal is elementary that in all ordinary classes of bailments losses occurring without negligence on the part of the bailee fall upon the bailor. The bailee's liability turns upon the presence or absence of negligence. In some exceptional bailments—as in the case of carriers and innkeepers—there is an exceptional liability approximating that of an insurer. "As the law in regard to the liability of an innkeeper is one of extreme vigor, he should not be held to any responsibility beyond

that arising from the relationship of innkeeper and guest." The strict liability of innkeepers exists only in favor of guests, and not in favor of boarders. As to guests, the liability of an innkeeper approximates that of an insurer; but for the goods of those who reside at the inn as boarders, rather than as guests, the innkeeper is liable only as an ordinary bailee for hire, and as such is only bound to use ordinary diligence. An establishment may have a double character, being both a boarding-house and an inn. In respect to transient persons, who, without any stipulated contract, remain from day to day, it would be an inn; while as to those residing there under special contracts, it would be a boarding-house.

In the case at bar one of plaintiff's witnesses testified directly that she was a regular boarder by the month. Her own testimony clearly supports that testimony, which is further strengthened by the testimony of her adopted son. This testimony, being practically all the evidence on this point, establishes the fact beyond question that she was a boarder, and not a guest, in the eye of the law. To recover as a boarder she must do so on the ground of negligence, or want of diligence on the part of defendant. The only evidence on that point is that of plaintiff herself, and directly negatives that proposition. Affirmed.

LAMBERT'S POINT.

Miss Julia Todd Jeffries, of Myers avenue, who has been visiting her sister, Mrs. Herbert Duling, in King and Queen county, since Christmas, is expected home to-day.

Mr. E. L. Cunningham, of Newport News, district deputy grand chancellor, and Col. Walter A. Edwards, grand keeper of records and seal of the Order of Knights of Pythias, will address a meeting of the citizens at Odd Fellows' Hall to-night with the view of instituting a lodge of the order in this community.

Mrs. M. W. Thomas, of Myers avenue, who has been visiting relatives in Richmond since the holidays, is detained there by the illness of one of her children.

The committee appointed by the Lambert's Point Fire and Salvage Company to purchase a chemical engine left for Baltimore on their mission Monday night, accompanied by Fire Chief Ryan, of Norfolk.

Dr. Charles E. Doughtie is quite sick at his home, on Pocahontas avenue.

Several plans have been lately drawn for new dwellings with modern conveniences in various sections of the village.

The woods between Lambert's Point and the new settlement known as Kensington have been cut down and the ground is being cleared for the purpose of opening up thoroughfares between the two villages.

Mrs. Louise Sylvon is very ill at her residence, on Pocahontas avenue.

Thirty dwellings that have been in course of erection on East Thirty-seventh, Thirty-eighth and Thirty-ninth streets have been finished and occupied by tenants.

Eight of the ten new houses being erected on West Thirty-ninth street by Myers & Co. have been finished.

It is estimated that the increase of the population here in the last three months will aggregate five hundred.

Contributions Acknowledged.

The board of managers of the Boys' Home beg to acknowledge the further generosity of the public in the following contributions: From the collector of customs officers, \$5, which will be devoted to the purchase of hymn books for the boys; one ton of coal from Trigg & Wilmer, one large box of orange wafers from Mr. J. C. Haynes, two gallons of ice cream from Prof. Anton Koerner, one ham and bananas from Jerusalem Encampment No. 4, oranges, apples and candy from Mr. Williamson, superintendent First Baptist Church Sunday School, and clothing from Mrs. Freney.

Will Remain in Richmond.

(The Richmond Dispatch.)

It is stated that an effort has been making recently to secure the transfer from this city to Norfolk of the office of United States Marshal for this district. The incumbent, Mr. Morgan Treat, however, resisted the movement, even going to the length of electing to stay here without an additional clerk in preference to removing to Norfolk upon promise of the authorities to provide him with another man, provided he agreed to the change.

Marriage in Hebrew Circles.

The marriage of Miss Minnie Segel and Mr. Frank Solasky was solemnized last evening at 7 o'clock at the home of the bride's mother, No. 423 Church street. Dr. H. Benmosche, of the Cumberland Street Synagogue, performed the ceremony.

The bride was prettily gowned in white organdie, trimmed with ribbon and carried in her hand a Bible bound round with white ribbon. She was given away by her father. After the ceremony there was a reception and supper.

Lost His Mind.

John Mayo, claiming to be from Norfolk, a mess attendant on the U. S. S. Alexander (collier) at Manila, is reported by Mr. W. E. Callahan, of that vessel, in a letter recently received, as having lost his mind and having been sent to San Francisco.

Assessors to Go to Work.

The assessors recently appointed by Judge Hancock to assess Norfolk real estate will go to work to-day or tomorrow. Mr. S. B. Morris, the clerk, has been working for a couple of days preparing lists of property and the assessment last made.

Relief in Six Hours.

Distressing kidney and bladder disease relieved in six hours by "New Gray South American Kidney Cure." It is a great surprise on account of its exceeding promptness in relieving pain in bladder, kidneys and back, in male or female, relieves retention of water almost immediately. If you want quick relief and cure this is the remedy. Sold by Walke, Martin & Gray, druggists, Norfolk, Va. with-ly

BRIEF ITEMS OF INTEREST.

The U. S. S. Dixie has sailed from Hampton Roads with 500 Western Naval Reserves aboard. These will be given a thorough training in seamanship while abroad, Mediterranean ports being on the schedule.

The U. S. torpedo boat Porter went out on a trial run yesterday with the new fuel. The run is an instruction trip for firemen of the new battleship Kearsarge.

The Epworth League of Cumberland Street M. E. Church is arranging to hold a week's fair in the Masonic Temple, commencing February 22. Mr. Dyck Brown and Miss Mathilda Portlock, both of Princess Anne county, will be married to-morrow afternoon at 3 o'clock. The ceremony will occur at Nimmo. The couple will reside with the prospective bride's parents, in Salem.

No. 6, the lucky number held by Mrs. Harry Herman, Ghent, drew the beautiful lunch cloth at Mrs. A. Adler's, 366 Main street.

Mr. L. P. Rawlings, of Wilson, N. C., is at the Atlantic.

Mr. B. Spruill, of William and Mary College, is in the city.

Mr. Sol L. Bloomberg and wife, of Richmond, are here.

The remains of Mr. W. H. Hall, who died at his home, in Richmond, Sunday, will arrive here this morning, for interment.

The Anna Gordon "Y" of Brambleton Ward conducted the meeting at the Union Mission last night.

Mr. Raymond Smith, of the National Board of Underwriters, is here from New York, the guest of Captain Wm. Lauder, of Grace street.

Messrs. W. F. Snyder, S. L. Wright and F. A. Ewell, of Philadelphia, and F. R. Pennington, of New York, visited Norfolk together yesterday.

Messrs. S. Eccles, Jr., A. R. Cathcart, Theophilus Tunis and H. Clay Tunis were here yesterday from Baltimore to attend the annual meeting of the Tunis Lumber Company.

United States Marshal Morgan Treat is here from Richmond.

Mr. J. L. Whitehurst is ill at his residence, No. 407 Freemason street.

Dr. and Mrs. Thomas L. Riddick, of Woodville, N. C., were in Norfolk yesterday.

Mr. and Mrs. Alonza L. Miles, of Baltimore, are guests of the Atlantic Hotel.

Mr. M. P. Phasants, Clerk of the United States Circuit Court at Richmond, was in Norfolk yesterday.

Sunday's Baltimore American contained a number of pictures of scenes in this section of Virginia, among them being the Citizens' Bank and City Hall of Norfolk, navy-yard buildings and scenes at Old Point and Virginia Beach.

Father Hannagan, of St. Joseph's Church, has returned from a pleasant trip to Wilmington, Del., where he has been visiting his relatives.

Miss Madeline Murphy, of Richmond, is visiting Miss Mary Henneley, on Virginia street.

A colored woman living at No. 86 Mosley street is reported by the police to be in want of food and unable to work at present.

Returned to Norfolk.

The Salem correspondent of the Roanoke Daily Times writes as follows:

John H. Nininger, an attorney of Norfolk, Va., who has been visiting at the residence of Thos. I. Preston, returned to Norfolk yesterday. Mr. Nininger is a young lawyer of promise, having had not only unusual educational advantages, but his contact with business men of great prominence has given him advantage not enjoyed by most young men. It will be remembered that Mr. Nininger was chief of one of the departments in the office of Commissioner Scott during his term as Commissioner of Internal Revenue, and went from Washington to Norfolk to resume the practice of law. As Mr. Nininger was a former resident of Salem we feel specially gratified to note his success.

AV'gorous Shampoo
once every week with
Seven Sutherland Sisters'
Scalp Cleaner, when immediately followed with a thorough application of the Hair Grower, will make the hair soft, silky and luxuriant. Unlovely hair means unhealthy hair. These preparations strengthen as well as cleanse and purify. They make and keep the hair beautiful.
For men, women and children.
Sold by all druggists.

ORDER



YOUR PLUMBING, GAS AND STEAM FITTING of us. Phone us your order. We will be prompt to serve you. Special attention paid to repair work.

KELLY, THORNTON & WILLIAMS
N. E. Cor Bank and Washington Sts.
New Phone 1640. Old Phone 396.
Jas-rod-ly

HEPTASOPHS INSTALLED.

COLUMBIA CONCLAVE HOLDS A
NOTABLE MEETING AND
LUNCHES.

Columbia Conclave No. 7 Heptasophs or Seven Wise Men held their annual installation of officers last Monday night and scored one of the most largely attended and most enthusiastic meetings the order has ever held in the State. Grand Chancellor A. C. Ward, assisted by Past Grand Archon C. F. McCoy, Past Archon G. W. Deans and Past Archon J. P. Hampshire, very impressively installed the following officers for the ensuing term: Archon, W. F. Berry; Chancellor, O. G. Allen; Provost, G. E. Williamson; Pre-late, Emmet Gray; Treasurer, R. D. Smithers; Recording Scribe, John Hall; Financial Scribe, Charles Pitts; Inspector General, S. J. Sawyer; Herald, T. B. Kelly; Warden, W. L. Gray; Sentinel, T. Twiford. After this an address upon the future of the order was made by Past Archon Rev. G. I. Stengle, whose masterly efforts made a deep impression upon his hearers. Grand Chancellor A. C. Ward also made a great hit by a short and pithy address. The company then descended to the lower hall, where some good things were found to refresh the inner man. A musical program was then rendered to the delighted assembly under the direction of Brother O. H. Bell, and at a late hour the company wended their way home a delighted and happy lot of Heptasophs. In the near future the probability is that a grand public entertainment will be given in Brambleton ward under the joint auspices of Columbia and Harmony Conclaves.

Steamboats in Collision.

Yesterday's Baltimore Sun says: The Old Bay Line steamer Alabama, Captain Bohannon, is at the yard of the Columbian Iron Works to repair damages received to her hull in collision with the Merchants' and Miners' steamer Juniata last Thursday evening while both steamers were bound out of the James river channel. One plate was broken in the starboard bow of the Alabama, through which water leaked. The damage to the Juniata will not be known until she arrives today, when a survey will be made. She was bound out from Norfolk for Boston when the accident occurred, and the Alabama for Baltimore. The Juniata was leading when the Alabama ran into her.

OTHER LOCAL ON PAGE 6

PIERCE'S
FAVORITE
PRESCRIPTION
FOR WEAK WOMEN.

FORGET

what you like, but remember that among the myriad gifts most appreciated, the Piano stands foremost. It is always a source of infinite pleasure, provided it is a thoroughly first-class instrument like the STIEFF PIANOS.

If you desire a strictly high grade, one-priced instrument, none will please better. An elegant stock from which to select. If you wish a bargain do not purchase because an instrument is advertised as cheap, as it may be cheap and yet not a bargain. No piano is cheap unless it contains quality and workmanship, and no house is better equipped to supply that demand than CHAS. M. STIEFF.

But purchase a piano that we can recommend, not for the smallest of cost, but for its durability, which can be best appreciated by your calling and examining our stock.

Bargains such as above from \$100 up. Old instruments taken in exchange.

TERMS TO SUIT.
CHAS. M. STIEFF'S
OWN BRANCH WAREROOMS,
Under Monticello, Norfolk, Va.
Both Phones 1109.

Fashion's Fancies



In Jewelry, in Guard Chains, Bracelets, Lorgnettes, Stick Pins, Lace Pins, Neck Bands and Brooch Pins. We are showing all the latest novelties. All of our goods are most artistically designed and are of beautiful workmanship, and our Diamonds and Precious Stones of all kinds are of exquisite color and beauty. Repairing and Engraving a specialty.

D. P. PAUL,
228 Main Street, Norfolk, Va.
New Phone No. 331. Old Phone No. 590

McCurdey's White Pine Tar and Wild Cherry Syrup
FOR COUGHS, COLDS AND BRONCHITIS!

We make this Cough Syrup ourselves. We make it of the very purest, freshest and most reliable drugs. We make it in small quantities. When you buy it you get it as it ought to be. It hasn't lost all its virtues by standing around on shelves and in warehouses for months or years. It not only ought to cure—it positively does cure. 25c. a bottle.

MCCURDEY & MCCURDEY,
PRESCRIPTION PHARMACISTS,
406 Main Street, Opp. Hotel Norfolk. 733 Church Street, Cor. Calvert.

An Unusual Sale of Suits.

We are going to have quite a little suit sale this week. Mind you we do not advertise to sell \$25 suits for \$6.25 or any such tommyrot which every sensible person instantly recognizes as "fake" of the first water, but we are going to offer such bargains as an intelligent merchant who understands his business can offer to an intelligent public which is not to be fooled with mere words. We have arranged to sell out the remaining suits of a number of lots which have proven so satisfactory and sold so well that but few of each are left. In view of the fact that we have already done so well with them and that there are but few left anyhow we are going to put on sale these

\$18 and \$20 Suits at \$15.

DREWREY'S. 317 Main Street.